

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	File No. EB-02-TC-193
)	
QuoteMaster USA, Ltd.)	NAL/Acct. No. 200732170069
)	
)	FRN No. 0016773566

ORDER

Adopted: August 31, 2010

Released: September 27, 2010

By the Commission:

1. In this Order, we adopt the attached Consent Decree entered into between the Federal Communications Commission (“Commission”) and QuoteMaster USA, Ltd. (“QuoteMaster”). The Consent Decree terminates an investigation and Notice of Apparent Liability for Forfeiture (“NAL”) by the Commission against QuoteMaster for possible violations of section 227 of the Communications Act of 1934, as amended (the “Act”) and the Commission’s related rules and orders regarding delivery of unsolicited advertisements to the telephone facsimile machines of consumers.¹

2. The Commission and QuoteMaster have negotiated the terms of the Consent Decree that resolve this matter. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree, which terminates the investigation and cancels the NAL.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether QuoteMaster possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to sections 4(i) and 503(b) of the Communications Act of 1934, as amended,² the Consent Decree attached to this Order **IS ADOPTED**.

¹ 47 U.S.C. § 227; *see also* 47 C.F.R. § 64.1200.

² 47 U.S.C. §§ 154(i), 503(b).

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED** and the Notice of Apparent Liability for Forfeiture **IS CANCELLED**.

7. **IT IS FURTHER ORDERED** that all third-party complaints against QuoteMaster before the Commission related to the above-captioned-investigation as of the date of this Consent Decree **ARE DISMISSED**.

8. **IT IS FURTHER ORDERED** that QuoteMaster shall make its voluntary contribution to the United States Treasury, as specified in the Consent Decree, by credit card through the Commission's Revenue and Receivables Operations Group at (202) 418-1995, or by mailing a check or similar instrument payable to the Order of the Federal Communications Commission, to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank Federal Reserve Bank of New York, and account number 270000001. QuoteMaster will also send electronic notification on the date said payment is made to Johnny.Drake@fcc.gov.

9. **IT IS FURTHER ORDERED** that pursuant to paragraph 9(m) of the Consent Decree, QuoteMaster will file reports with the Commission sixty (60) days after the Effective Date, and every one hundred eighty days (180) thereafter. QuoteMaster's reporting requirement shall end after the fifth report is submitted to the Commission. All reports shall be submitted to Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

10. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Frank G. Lamancusa, Esq., Counsel for QuoteMaster, Bingham McCutchen, LLP, 2020 K Street NW, Washington, DC 20006-1806.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary

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)	File No. EB-02-TC-193
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QuoteMaster USA, Ltd.)	NAL/Acct. No. 200732170069
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		FRN No. 0016773566

CONSENT DECREE

The Enforcement Bureau (“Bureau”) and QuoteMaster USA, Ltd. (“QuoteMaster” or the “Company”), by their authorized representatives, hereby enter into this Consent Decree for the purpose of cancelling the Notice of Apparent Liability (“NAL”) and terminating the Bureau’s investigation into whether QuoteMaster violated section 227 of the Communications Act of 1934, as amended (the “Act”), and the Commission’s related rules and orders regarding delivery of unsolicited advertisements to the telephone facsimile machines of consumers.¹

I. DEFINITIONS

1. For the purposes of this Consent Decree, the following definitions shall apply:

(a) “Act” means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*

(b) “Bureau” means the Enforcement Bureau of the Federal Communications Commission.

(c) “Commission” and “FCC” mean the Federal Communications Commission and all of its bureaus and offices.

(d) “Company” means QuoteMaster USA, Ltd. and its predecessors-in-interest and successors-in-interest.

(e) “Complaints” means third-party complaints that may have been received by, or are in the possession of, the Commission or Bureau alleging violations of rules regarding delivery of unsolicited advertisements via facsimile.

(f) “Compliance Plan” means the program described in this Consent Decree at paragraph nine (9).

¹ 47 U.S.C. § 227; *see also* 47 C.F.R. § 64.1200.

(g) “Effective Date” means the date on which the Commission releases the Adopting Order.

(h) “Established business relationship” is defined as a prior or existing relationship formed by a voluntary two-way communication “with or without an exchange of consideration, on the basis of an inquiry, application, purchase or transaction by the business or residential subscriber regarding products or services offered by such person or entity, which relationship has not been previously terminated by either party.”²

(i) “Investigation” means the investigation initiated by the Bureau regarding whether QuoteMaster violated section 227 of the Act, as amended, and the Commission’s related rules and orders regarding delivery of unsolicited advertisements to the telephone facsimile machines of consumers.³

(j) “QuoteMaster USA, Ltd.” means QuoteMaster and its predecessors-in-interest and successors-in-interest.

(k) “NAL” means Notice of Apparent Liability for Forfeiture.

(l) “Order” or “Adopting Order” means an Order of the Commission adopting the terms of this Consent Decree without change, addition, deletion, or modification.

(m) “Parties” means QuoteMaster and the Commission.

(n) “Rules” means the Commission’s regulations found in Title 47 of the Federal Regulations.

(o) “Unsolicited advertisement” is defined in the Act and the Commission’s rules as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s prior express invitation or permission in writing or otherwise.”⁴

(p) “Unsolicited Facsimile Rules” means the Commission’s regulations found in 47 C.F.R. § 64.1200 of the Federal Regulations.

² 47 C.F.R. § 64.1200(f)(5).

³ 47 U.S.C. § 227; 47 C.F.R. § 64.1200.

⁴ 47 U.S.C. § 227(a)(4); 47 C.F.R. § 64.1200(f)(13).

II. BACKGROUND

2. Pursuant to Section 227(b)(1)(C) of the Act it is “unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States . . . to use any telephone facsimile machine, computer, or other device to send, to a telephone facsimile machine, an unsolicited advertisement.”⁵ The term “unsolicited advertisement” is defined in the Act and the Commission’s rules as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s prior express invitation or permission in writing or otherwise.”⁶ Under the Commission’s rules, an “established business relationship”⁷ exception permits a party to deliver a message to a consumer if the sender has an established business relationship with the recipient *and* the sender obtained the number of the facsimile machine through the voluntary communication by the recipient, directly to the sender, within the context of the established business relationship, or through a directory, advertisement, or a site on the Internet to which the recipient voluntarily agreed to make available its facsimile number for public distribution.⁸

3. On August 13, 2002, in response to one or more consumer complaints alleging that QuoteMaster had faxed unsolicited advertisements, the Enforcement Bureau (“Bureau”) issued a citation⁹ to QuoteMaster, pursuant to section 503(b)(5) of the Act.¹⁰ The staff cited QuoteMaster for using a telephone facsimile machine, computer, or other device, to send unsolicited advertisements to a telephone facsimile machine, in violation of section 227 of the Act and the Commission’s related rules and orders. The citation warned QuoteMaster that subsequent violations could result in the imposition of monetary forfeitures of up to \$11,000 per violation, and included a copy of the consumer complaints that formed the basis of the citation.¹¹ The citation informed QuoteMaster that within 21 days of the date of the citation, it could either request an interview with Commission staff, or could provide a written statement responding to the citation. QuoteMaster did not request an interview or otherwise respond to the citation.

⁵ 47 U.S.C. § 227(b)(1)(C); 47 C.F.R. § 64.1200(a)(3).

⁶ 47 U.S.C. § 227(a)(4); 47 C.F.R. § 64.1200(f)(13).

⁷ An “established business relationship” is defined as a prior or existing relationship formed by a voluntary two-way communication “with or without an exchange of consideration, on the basis of an inquiry, application, purchase or transaction by the business or residential subscriber regarding products or services offered by such person or entity, which relationship has not been previously terminated by either party.” 47 C.F.R. § 64.1200(f)(5).

⁸ See 47 U.S.C. § 227(b)(1)(C); 47 C.F.R. § 64.1200(a)(3)(i), (ii).

⁹ Citation from Colleen Heitkamp, Chief, Telecommunications Consumers Division, Enforcement Bureau, File No. EB-02-TC-193, issued to QuoteMaster on August 13, 2002.

¹⁰ See 47 U.S.C. § 503(b)(5) (authorizing the Commission to issue citations to persons who do not hold a license, permit, certificate or other authorization issued by the Commission or an applicant for any of those listed instrumentalities for violations of the Act or of the Commission’s rules and orders).

¹¹ Bureau staff mailed the citation to the following addresses: 36 W. 44th St., Suite 1100, New York, NY 10036; 803 Pondside Dr., White Plains, NY 10607; and 180 Madison Ave., New York, NY 10016.

4. On August 14, 2007, the Commission issued a Notice of Apparent Liability for Forfeiture (“NAL”)¹² proposing that QuoteMaster be held liable for a forfeiture of \$43,500 under section 503(b)(1)(B) of the Act, and ordered the Company either to pay the proposed forfeiture or file a written response within thirty (30) days of the NAL release date stating why the proposed forfeiture should be reduced or canceled. QuoteMaster responded to the NAL on September 27, 2007.¹³ In its response, QuoteMaster indicates that it has severed its relationship with all fax advertisers and that it no longer utilizes facsimile advertising and has not utilized such advertising since September of 2006.

III. TERMS OF AGREEMENT

5. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Commission by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

6. **Jurisdiction.** QuoteMaster agrees that the Commission has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

7. **Effective Date: Violations.** The Parties agree that this Consent Decree shall become effective on the date on which the FCC releases the Adopting Order. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other Order of the Commission. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Commission Order, entitling the Commission to exercise any rights and remedies attendant to the enforcement of a Commission Order.

8. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Commission agrees to terminate its investigation and to cancel its NAL. In consideration for the termination of said investigation and cancellation of the NAL, QuoteMaster agrees to the terms, conditions, and procedures contained herein. The Commission further agrees that in the absence of new material evidence, the Commission will not use the facts developed in this investigation through the Effective Date of the Consent Decree, or the existence of this Consent Decree, to institute, on its own motion, any new proceeding, formal or informal, or take any action on its own motion against QuoteMaster concerning the matters that were the subject of the investigation. The Commission also agrees that it will not use the facts developed in this investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or take any action on its own motion against QuoteMaster with respect to Quotemaster’s basic qualifications, including its character qualifications, to be a Commission licensee or authorized common carrier or hold Commission authorizations.

¹² *QuoteMaster USA, Ltd.*, Notice of Apparent Liability for Forfeiture, 22 FCC Rcd 15918 (2007).

¹³ Letter from Frank G. Lamancusa, Counsel for QuoteMaster, to Colleen Heitkamp, Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, dated September 27, 2007.

9. **Compliance Plan.** For purposes of settling the matters set forth herein, QuoteMaster agrees to implement a Compliance Plan related to future compliance with the Act, the Commission's Rules, and the Commission's Orders. The Plan will consist of the components delineated below:

a) Company shall not send or cause any advertisements to be sent on its behalf by facsimile until the Compliance Program, as described herein, has been implemented. Currently, Company does not conduct facsimile advertising campaigns.

b) Prior to the commencement of a facsimile advertising campaign either on its own or through another entity, Company will adopt written policies and procedures for, at a minimum: complying with the requirements of the Unsolicited Facsimile Rules; maintaining Company's internal list of established business relationships; and managing, creating, approving, and distributing to facsimile broadcasters lists of potential customers and facsimile numbers ("Fax Lists"). Company's written policies and procedures shall be available upon request and will be memorialized in a Compliance Manual, which will include the following requirements:

i. All Fax Lists shall be based on Company's in-house list of established business relationships ("Company's EBR List") and checked against a version of the Company's in-house do-not-fax list ("Company's No-Fax List") that has been updated not more than thirty (30) days prior to the date of any facsimile sent on Company's behalf;

ii. No advertising facsimile campaign may be initiated on Company's behalf without prior written authorization from Company confirming that the Fax Lists have been based on Company's EBR List and checked against Company's No-Fax List;

iii. The facsimile broadcaster shall generate and transmit to Company on a daily basis compliance reports containing data on all unsolicited facsimile complaints and requests received by such vendor; and

iv. Each advertising facsimile campaign shall be monitored for compliance by Company through the audit procedures described in Paragraph (g), below.

c) Prior to the commencement of a facsimile advertising campaign either on its own or through another entity, Company will provide the Compliance Manual to all Company employees involved in advertising by facsimile and all employees of facsimile broadcasters involved in facsimile advertising on behalf of Company. Company shall require such employees to acknowledge in writing that they have read, understand, and will abide by the policies and procedures in the Compliance Manual.

d) Prior to the commencement of a facsimile advertising campaign either on its own or through another entity, Company will provide training to all Company

employees involved in advertising by facsimile and all employees of facsimile broadcasters involved in facsimile advertising on behalf of Company. The training will explain Company's policies and procedures for advertising by facsimile and the Unsolicited Facsimile Rules, including the requirements currently in effect and as revised in the future. Company will require these employees to acknowledge in writing that they have attended the training session and understand and will abide by Company's policies and procedures. Company will require new employees involved in advertising by facsimile to complete such training within the first week of employment. Company will require all employees to attend refresher training at least once a year.

i. Company will distribute to employees involved in advertising by facsimile and all employees of facsimile broadcasters involved in facsimile advertising on behalf of Company written training material, including but not limited to: Company's Compliance Manual; a "FAQs" document providing answers to frequently asked questions about the Unsolicited Facsimile Rules and the Company's No-Fax List; flow charts depicting the process Company employees involved in advertising by facsimile and all employees of facsimile broadcasters involved in facsimile advertising on behalf of Company are required to follow when receiving a No-Fax request or complaint, and a copy of Company's written policy for complying with the Unsolicited Facsimile Rules and maintaining the Company's No-Fax List.

ii. A training session given by the Company No-Fax Compliance Team will explain Company's policies and procedures for telemarketing compliance and permit those in attendance to ask questions about the policies and procedures. Company will require all those in attendance to acknowledge in writing that they have attended the training session and understand and will abide by Company's policies and procedures.

iii. Company will require all new employees involved in advertising by facsimile and all employees of facsimile broadcasters involved in facsimile advertising on behalf of Company to complete such training within the first week of employment. Company will require all such employees to attend refresher training at least once a year.

e) Prior to the commencement of a facsimile advertising campaign, Company will develop and implement a certification process for all its employees and employees of third-party facsimile broadcasters who perform advertising by facsimile on behalf of Company. Company will require its own principal(s) and principals of third-party facsimile broadcasters to certify on an annual basis that they acknowledge, understand, and abide by all Company policies concerning the Unsolicited Facsimile Rules. Such principals will also certify that all sales managers, their supervisors, and staff have received copies of all Company policies concerning telemarketing within five (5) business days of the certification and have been trained with respect to Company's policies.

f) Company's contracts with third-party facsimile broadcasters will provide that:

i. The third-party facsimile broadcaster shall comply with all applicable federal unsolicited facsimile laws, rules, and requirements;

ii. The third-party facsimile broadcaster shall comply with Company's policies and procedures set forth in Company's Compliance Manual and all supplemental instructions from Company;

iii. The third-party facsimile broadcaster shall transmit to Company, on a daily basis, reports that identify and provide data for each complaint or request relating to unsolicited facsimiles; and

iv. Company will take appropriate action in the event that any third-party facsimile broadcaster report, or any other source, establishes that a third-party facsimile broadcaster has failed to follow its legal obligations or Company's policies with respect to the Commission's unsolicited facsimile rules. Violation of such legal obligations and Company's policies shall be grounds for termination of the third-party facsimile broadcaster's contract with Company.

g) Prior to the commencement of a facsimile advertising campaign, Company will implement procedures to audit compliance with the Commission's unsolicited facsimile rules prior to commencing such facsimile advertising campaign. The audit compliance procedures will consist of:

i. Third-party facsimile broadcaster reports. Company will require its third-party facsimile broadcasters to provide the Company No-Fax Compliance Team with a daily written report containing data for each and every complaint or request relating to unsolicited facsimiles received by the third-party facsimile broadcaster.

ii. Customer care reports. Company will require a management-level employee to provide a weekly report containing data for each and every unsolicited facsimile complaint and request received by Company's customer service representatives to the Company No-Fax Compliance Team.

iii. Facsimile campaign management reports. Company will require a weekly report from the Company No-Fax Compliance Team be provided to the Company's chief legal counsel summarizing the status of compliance for each active facsimile marketing campaign, which report shall be based upon the daily third-party facsimile broadcaster reports and weekly customer care reports.

iv. Company will create a register that contains, in an orderly manner, all compliance reports and agreements associated with each facsimile advertising campaign. Company will designate a register manager, who will be responsible for maintaining and updating the register.

h) Prior to the commencement of a facsimile advertising campaign, Company will prepare and distribute an Escalation Alert document that will identify the data criteria by which Company will evaluate third-party facsimile broadcaster reports or customer care reports (see Paragraph (g) above), and if such criteria are met, will trigger escalation of the report to the next level of compliance management. The Escalation Alert document will identify for each level of escalation the Company manager (and an alternate) to whom such report shall be forwarded and the minimum timeframe within which notification shall be made. The Escalation Alert document will identify a clear path of successive levels of escalation, which will ensure that Company can promptly identify and respond to data indicating a failure or potential failure of unsolicited facsimile compliance. The Escalation Alert process will be administered by Company.

i) Company will continue to monitor unsolicited facsimile complaints and will promptly investigate any unusual patterns that suggest unauthorized facsimile advertising may be occurring.

j) Prior to the commencement of a facsimile advertising campaign, Company will formally establish an internal process to promptly investigate and resolve inquiries and informal complaints alleging unsolicited facsimiles, as follows:

i. All written complaints forwarded by a government agency will be investigated by or under the supervision of Company's legal counsel.

ii. In all cases, except where not practicable, investigation will be completed within thirty (30) days of Company's receipt of the complaints.

iii. Investigation results for written complaints forwarded by a government agency, to the extent those are requested, will be included in a response to the agency at the close of the investigation (typically within thirty (30) days from receipt of complaint).

iv. Company will ensure that at least one member of Company's legal counsel is specifically trained and responsible for handling unsolicited facsimile complaints as those matters arise from both the Company's facsimile advertising campaign or a facsimile campaign conducted on its behalf by a third party, including up to one hundred percent (100%) of this person's time as warranted. Should one person be unable to handle such complaints within thirty (30) days, Company will add additional responsible staff as necessary.

v. All written complaints that Company receives directly from consumers will be screened by Company's customer care staff and those complaints that do not appear to involve collections actions will be forwarded to Company's legal counsel.

k) Prior to the commencement of a facsimile advertising campaign, Company will implement a communications program regarding compliance with the Unsolicited Fax Rules directed toward both in-house marketing staff and third-party broadcast

facsimile companies with which it contracts. This program will include regular reminders of its Compliance Program.

l) Company will take appropriate disciplinary action and/or require supplemental training in the event that it discovers that any employee responsible for facsimile advertising has failed to follow legal obligations or Company's procedures with respect to the Unsolicited Fax Rules. In the case of a knowing and intentional failure by an employee of a facsimile broadcaster, Company will direct its third party facsimile broadcaster to ensure that the employee no longer performs facsimile advertising on Company's behalf. In the case of a knowing and intentional failure by a Company employee, Company will take such disciplinary action to the extent permitted.

m) Not later than sixty (60) days after the Effective Date, and every one hundred eighty (180) days thereafter, Company will submit a written report to the Bureau of its compliance with this Consent Decree, including in the first report, its progress in implementing its Compliance Program. Company's reporting obligation under this Consent Decree will end after the fifth report is submitted to the Bureau.

n) Company will maintain and make available to the Bureau, within fourteen (14) days of receipt of any specific request from the Bureau, business records documenting its compliance with the terms and provisions of this Consent Decree.

o) Should Company change its facsimile advertising policy, Company will notify the Bureau in writing within thirty (30) days of any modification to its Compliance Program.

10. **Voluntary Contribution.** QuoteMaster agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$26,100. The payment will be made within thirty (30) days after the Effective Date of the Adopting Order. The payment must be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money Order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank Federal Reserve Bank of New York, and account number 27000001. QuoteMaster will also send electronic notification on the date said payment is made to Johnny.Drake@fcc.gov.

11. **Waivers.** QuoteMaster waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order adopting this Consent Decree, provided the Commission issues an Order adopting the Consent Decree without change, addition, modification, or deletion. QuoteMaster shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Adopting

Order, neither QuoteMaster nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and QuoteMaster shall waive any statutory right to a trial *de novo*. QuoteMaster hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

12. **Severability.** The Parties agree that if any of the provisions of the Adopting Order or the Consent Decree shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Adopting Order or Consent Decree, but rather the entire Adopting Order or Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

13. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which QuoteMaster does not expressly consent) that provision will be superseded by such Commission rule or Order.

14. **Successors and Assigns.** QuoteMaster agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees.

15. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and Orders.

16. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

17. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

18. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

19. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

For: QuoteMaster USA, Ltd.

_____	_____
Date	David Kleinhandler President

For: Federal Communications Commission

_____	_____
Date	Marlene H. Dortch Secretary